

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Forty One (41)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (if applicable) Code 444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (if other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133				9B. DATED (SEE ITEM 11)	
CODE 15151 FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
				10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D.	OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200504512
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 3/18/2014
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200504512	<u>\$16,682,026</u>
	\$16,682,026

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	164,903,675	16,682,026	181,585,701
Award Fee	0	0	0
Total Cost Plus Award Fee (CPAF)	\$164,903,675	\$16,682,026	\$181,585,701
Period of Allotment is extended through:	July 11, 2014		August 26, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 41)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF 15	
2. AMENDMENT/MODIFICATION NO. Forty Two (42)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marcia) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133 FAX 301-805-3014		(4) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11YM00C 10B. DATED (SEE ITEM 13) August 26, 2011	
CODE		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority FAR 1.404 Class Deviations, Paragraph (C); NASA Procurement Information Circular 13-06A; FAR Clause 52.243-2.



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update clauses in Sections H, I, and J; There is no change to the total contract ceiling as a result of this modification.

Accordingly:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Marcia D. Booth Contract Manager Honeywell Technology Solutions Inc.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson
15B. CONTRACTING OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 3/31/2014
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/31/2014

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Therefore, the contract is revised as follows:

- 1. Clause H.9, GSFC 52.219-90 (Jul 2006) is deleted in its entirety and replaced with Clause H.9, GSFC 52.219-90 (Feb 2014)**

Clause H.9 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (FEB 2014)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan (Deviation)" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation), the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation) of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than October 30 each year for the twelve month period ending September 30.

e. Subcontractor Reporting

FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation) requires that the Contractor ensure

that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

2. Clause I.28, 52.219-9 (Jan 2011) - Alternate III (Jul 2011) incorporated by reference is deleted in its entirety and replaced with Clause I.28, 52.219-9 (Deviation) (Jan 2014)-Alternate III (Jul 2010) in full text.

Clause I.28 52.219-9 *SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2014)-ALTERNATE III (JUL 2010)*

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Government wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the

prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations).

A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that

have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's

contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) Except for DoD, the report shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period. For DoD the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

Alternate III (July 2010). As prescribed in 19.708(b)(1)(iii), substitute the following paragraphs (d)(10) and (l) for paragraphs (d)(10) and (l) in the basic clause;

(d) (10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with the paragraph (l) of this clause. Submit the Summary Subcontract Report (SSR) in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294; in accordance with the paragraph (l) of this clause. Ensure that subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (l) of this clause, using eSRS.

(l) *The Contractor shall submit a SF 294.* The contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when

due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) Except for DoD, the report shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period. For DoD the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(a) The purpose of the NASA Mentor-Protégé Program is for a NASA prime contractor to provide developmental assistance to certain subcontractors qualifying as protégés. Eligible protégés include certified small disadvantaged business concerns, women-owned small business concerns, veteran-owned or service-disabled veteran-owned small business concerns, HUBZone small business concerns, Historically Black Colleges and Universities, minority institutions of higher education, as defined in FAR Part 2, Definitions of Parts and Terms, active NASA SBIR Phase II companies and nonprofit agencies employing the blind or severely handicapped as defined in 41 CFR Chapter 51.

(b) NASA will evaluate the contractor's performance on the following factors. If this contract includes an award fee incentive, this assessment will be accomplished as part of the fee evaluation process.

(1) Specific actions taken by the contractor, during the evaluation period, to increase the participation of protégés as subcontractors and suppliers;

(2) Specific actions taken by the contractor during this evaluation period to develop the technical and corporate administrative expertise of a protégé as defined in the agreement;

(3) To what extent the mentor and protégé have met the developmental milestones outlined in the agreement; and

(4) To what extent the entities participation in the Mentor-Protégé Program resulted in the protégé receiving competitive contract(s) and subcontract(s) from private firms and agencies other than the mentor.

(c) Semiannual reports shall be submitted by the mentor and the protégé to the cognizant NASA center and NASA Headquarters Office of Small Business Programs (OSBP), following the semiannual report template found on the Web site at <http://www.osbp.nasa.gov>.

(d) The mentor will notify the cognizant NASA center and NASA OSBP in writing, at least 30 days in advance of the mentor's intent to voluntarily withdraw from the program or upon receipt of a protégé's notice to withdraw from the Program;

(e) At the end of each year in the Mentor-Protégé Program, the mentor and protégé, as appropriate, will formally brief the NASA Mentor-Protégé program manager, the technical program manager, and the contracting officer during a formal program review regarding Program accomplishments, as it pertains to the approved agreement.

(f) NASA may terminate mentor-protégé agreements for good cause, thereby excluding mentors or protégés from participating in the NASA Mentor-Protégé program. These actions shall be approved by the NASA OSBP. NASA shall terminate an agreement by delivering to the contractor a letter specifying

the reason for termination and the effective date. Termination of an agreement does not constitute a termination of the subcontract between the mentor and the protégé. A plan for accomplishing the subcontract effort should the agreement be terminated shall be submitted with the agreement.

(End of clause)

3. Clause I.106, 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (May 1999) is deleted in its entirety and replaced with RESERVED.

(End of clause)

4. Clause J.1 "LIST OF ATTACHMENTS" incorporates the following updates:

J.1 LIST OF ATTACHMENTS

The following revision updates are attached hereto and made a part of this contract:

Attachment	Description	Date	Number of Pages
B (Pages 1-3 updated) No change updates to Pages 4-5	Financial Management Reporting Requirements (Variance Narrative Reporting)	September 2013	5

5. All other terms and conditions of the contract remain unchanged.

This modification includes full and complete equitable adjustment for the above described changes. The Contractor hereby releases the Government from any liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned changes.

(End of Modification No. 42)

**FINANCIAL MANAGEMENT REPORTING REQUIREMENTS
All Indefinite Delivery Indefinite Quantity (IDIQ) Contracts
With Both Onsite and Offsite Place of Performance**

September 2013

ATTACHMENT "B"

**FINANCIAL MANAGEMENT REPORTING REQUIREMENTS
VARIANCE NARRATIVE REPORTING**

Financial Management Reports shall be submitted by the Contractor on the NASA 533 series reports, in accordance with the instructions on the reverse of the forms, NASA Procedural Requirements NPR 9501.2E entitled "NASA Contractor Financial Management Reporting," dated May 27, 2011 and additional instructions issued by the Contracting Officer.

a. Level of Detail

An individual 533 Report shall be provided for each Task Order in addition to a cumulative 533 Report summarizing all Task Orders issued. The reports shall contain a breakdown of hours and costs by the elements of cost categories listed in Section d below.

b. Variance Narrative Reporting

In accordance with Section 3.6 of NPR 9501.2, the Contractor shall include a narrative explanation for variances exceeding plus or minus ten percent (+/-10%) between the Total Direct Labor Hours (prime and subcontractors) and/or Total Estimated Cost amount shown in the prior month and the Actual Total Direct Labor Hours and/or Actual Total Cost amount shown in the current month for each individual task order. (For example, the Total Estimated Cost amount shown for June in column 8a in the May NF 533M and the Actual June Total Cost amount shown in column 7a in the June NF 533M.)

Each variance narrative shall explain the: (1) reason for the variance, (2) impact(s) on the individual task order, and (3) specific corrective action(s) being taken or to be taken.

c. Distribution

The Contractor shall distribute 533 reports to each addressee indicated in the contract clause entitled, "Financial Management Reporting." The Contractor shall submit an initial report in the NF 533Q format within 30 working days after contract award.

After the initial report, the NF 533M reports shall be distributed not later than the tenth (10th) working day following the close of the contractors' monthly accounting period. The 533Q reports shall be distributed not later than the fifteenth (15th) day of the month

preceding the quarter being reported. The NF 533M need not be submitted in months in which an NF 533Q is submitted.

d. Reporting Requirements

Each individual report shall, at a minimum, provide cost data by the following elements of cost categories:

1. Prime Direct Labor Hours:

Prime Direct Labor Hours - Onsite
(List applicable labor categories)

Prime Direct Labor Hours - Offsite
(List applicable labor categories)

Total Prime Direct Labor Hours

2. Subcontractor Direct Labor Hours:

Subcontractor "A" Direct Labor Hours - Onsite
(List applicable labor categories)

Subcontractor "A" Direct Labor Hours - Offsite
(List applicable labor categories)

Subcontractor "B" Direct Labor Hours - Onsite
(List applicable labor categories)

Subcontractor "B" Direct Labor Hours - Offsite
(List applicable labor categories)

Subcontractor "C" Direct Labor Hours - Onsite
(List applicable labor categories)

Subcontractor "C" Direct Labor Hours - Offsite
(List applicable labor categories)

Total Subcontractors Direct Labor Hours

3. Total Prime and Subcontractors Direct Labor Hours:

Total Prime and Subcontractors Hours - Onsite

Total Prime and Subcontractors Hours - Offsite

Total Prime and Subcontractors Direct Labor Hours

4. Prime Direct Labor Costs:

Prime Direct Labor Costs - Onsite
(List applicable labor categories)

Prime Direct Labor Costs – Offsite
(List applicable labor categories)

Total Prime Direct Labor Costs

5. Prime Overhead Expenses:

Onsite Overhead
Offsite Overhead

Total Prime Overhead

6. Other Direct Costs (ODCs):

a. Subcontracts (list separately, Subcontractor A, B, C, etc.)

b. Material

c. Travel

d. Other (specify)

Total ODCs

7. Subtotal (Direct Labor, Overhead & ODCs)

8. G&A Expense

9. Total Estimated Cost

10. Provisionally Billed Award Fee

11. Award Fee Earned

12. Total Cost-Plus-Award-Fee (CPAF)

**** Reference G.4, paragraph (f)(1) & (2).**

d. Other Special Reports

The Contractor shall submit, as required, special cost or labor reports either in the areas of actuals, projections or both. These reports may take the form of labor, overhead, other direct charges, billing analyses or other business information. When required, specific instructions will be provided by the Contracting Officer.

e. Additional Requirements

1. The Contractor shall submit a financial summary containing a one-line summary for all tasks on the contracts. This financial summary shall be inserted before the summary 533 sheet. It shall include the following columns:

Task Number
Status
Cumulative to Date Actual \$
Cumulative to Date Actual \$ Plus Month 1 planned \$
Contractor Estimate \$
Cumulative to Date Planned Hours
Cumulative to Date Actual On-site Hours
Cumulative to Date Actual Off-site Hours (Including Subs)
Explanation of Unfilled Orders

2. The summary and detailed 533 sheets shall be submitted electronically in Excel Format (version 2007 or compatible).

In addition to the hardcopy of the summary sheet, the Contractor shall provide the summary sheet in an e-mail file or on a CD as a comma-delimited text file. Below are the requirements:

***Any changes to this format will be addressed after contract award.**

Only one contract can be included in one import file.

In order to automate the submittal of the NF533 report, contractors must provide an electronic file via the option discussed below. The option breakdown below provides the requirements necessary for contractors to submit a monthly NF533 Report. The requirements for the option selected, along with this form, should be provided when the Change Request is submitted to start the IFM Automated CCR Certification process.

Overall requirements for each option:

- Each NASA Center will have one or more designated resources to ensure that the NF533 electronic file from each contractor is uploaded to the IFMP 09 server at MSFC via the EAI File Upload Tool. An IFMP Competency Center System Access Request form (MSFC 4435) is required by each NASA resource accessing the EAI File Upload Tool. Offeror's are directed to the GSMO Procurement Bidders Library for to view the sample.

The following information is necessary for the MSFC 4435 form to get access for the EAI File Upload Tool:

- o Name:
 - o Unique Identifier:
 - o Organization:
 - o Department:
 - o Email Address:
 - o Telephone Number:
 - o Employer:
 - o NASA Center:
 - o Access Start Date:
 - o Access End Date: **OPEN**
- File names must be provided in a specific format. Each file name will begin with the SAP 2 Character center abbreviation listed below. The contract number and date will be included in the file name as well. Below is a sample file name.

MACFPS001_NAS00-0001_yyyy_mm_dd

SAP 2 Charter Center Abbreviations

Headquarters	HQ	Dryden	DR
Marshall	MA	Goddard	GO
Ames	AM	Stennis	ST
Glenn	GL	Johnson	JO
Langley	LA	Kennedy	KE

Option 1: Contractor will submit NF533 and other data using the *IFM Automated CCR Certification Request Form*. This will require Contractors who are currently submitting NF533 and other contractor data electronically in text format, to modify their current format to match the Agency defined standard text file format. All contractors who are not currently submitting their data electronically, or new contractors that want to submit their data electronically via text file, are required to submit in the Agency defined standard format.

Necessary Requirements:

- Contractors will provide an Agency defined electronic text file format for testing to NASA. Offeror's are directed to the GSMO Procurement Bidders Library to view the Agency Defined File Format.

The contractor will use the Task Order Management System (TOMS) for submitting individual task Contractor Task Plans in PDF format.

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200490717	(\$1,208,389)
4200491713	(\$17,875)
4200493955	(\$164,396)
4200509306	<u>\$4,497,259</u>
	\$3,106,599

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$181,585,701	\$3,106,599	\$184,692,300
Period of Allotment is extended through:	August 26, 2014		August 25, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 43)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Forty Four (44)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046		(4) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C 10B. DATED (SEE ITEM 13) August 26, 2011		
Phone: 301-805-3133		CODE 15151 FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200511795
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/20/2014

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200511795	\$11,248,190
	\$11,248,190

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$184,692,300	\$11,248,190	\$195,940,490
Period of Allotment is extended through:	August 25, 2014		October 28, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 44)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. Forty Five (45)		3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771		CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) B. Faye Johnson, Contracting Officer, Code 210.Y Phone: 301-286-4241; FAX 301-286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133 FAX: 301-805-3014				9B. DATED (SEE ITEM 11)	
CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
FACILITY CODE				10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 16, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**


(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority) Unilateral Modification – Clause G.4 (1852.216-76) (June 2000) AWARD FEE FOR SERVICE CONTRACTS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to incorporate the Award Fee earned for the Fourth Performance Evaluation Period (September 1, 2013 through February 28, 2014).

(continued)

Except at provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	6/2/2014

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Forty Six (46)		3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133 CODE 15151 FACILITY CODE				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C
					10B. DATED (SEE ITEM 13) August 26, 2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO Program Office authorized request;
- Add PR #4200514568
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	6/20/2014

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200504512	(\$45,000)
4200509306	(\$15,000)
4200511795	(\$50,000)
4200514568	<u>\$3,694,154</u>
	<u>\$3,584,154</u>

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	 	 	
Award Fee	 	 	
Total Cost Plus Award Fee (CPAF)	\$195,940,490	\$3,584,154	\$199,524,644
Period of Allotment is extended through:	October 28, 2014		November 26, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 46)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Forty Seven (47)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133			9B. DATED (SEE ITEM 11)	
CODE 15151 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
			10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.133(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200518165
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/9/2014
(Signature of person authorized to sign)			

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200518165	<u>\$1,157,425</u>
	\$1,157,425

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	199,524,644	1,157,425	200,682,069
Award Fee	1,157,425	1,157,425	2,314,850
Total Cost Plus Award Fee (CPAF)	\$199,524,644	\$1,157,425	\$200,682,069
Period of Allotment is extended through:	November 26, 2014		November 26, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 47)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Forty Eight (48)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marcia) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046		(4) 9A. AMENDMENT OF SOLICITATION NO.		
Phone: 301-805-3133		9B. DATED (SEE ITEM 11)		
CODE 15151 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C		
		10B. DATED (SEE ITEM 13) August 26, 2011		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.133(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add PR #4200521313
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 7/17/2014

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200521313	<u>\$3,410,346</u>
	\$3,410,346

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$200,682,069	\$3,410,346	\$204,092,415
Period of Allotment is extended through:	November 26, 2014		November 26, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 48)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Forty Nine (49)		3. EFFECTIVE DATE See 16c		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (if applicable) Code 444/SSMO					
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (if other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133				(4) 9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
				10B. DATED (SEE ITEM 13) August 26, 2011	
CODE 15151		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to de-obligate prior funds per SSMO Program authorized request:

• See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	8/13/2014

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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Computer Generated

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200479522	(\$9,246)
4200481817	(\$10,000)
4200486828	(\$8,800)
	(\$28,046)

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]
Award Fee	[REDACTED]	[REDACTED]	[REDACTED]
Total Cost Plus Award Fee (CPAF)	\$204,092,415	(\$28,046)	\$204,064,369
Period of Allotment is extended through:	November 26, 2014		November 20, 2014

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 49)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty (50)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046		(4) 9A. AMENDMENT OF SOLICITATION NO.		
Phone: 301-805-3133		9B. DATED (SEE ITEM 11)		
CODE 15151 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C		
		10B. DATED (SEE ITEM 13) August 26, 2011		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.1C3(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority: FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add Purchase Requisition (PR) #4200521677
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 8/21/2014
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200521677	<u>\$17,319,151</u>
	\$17,319,151

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Award Fee	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Cost Plus Award Fee (CPAF)	\$204,064,369	\$17,319,151	\$221,383,520
Period of Allotment is extended through:	November 20, 2014		February 6, 2015

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 50)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty One (51)		3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4)	
Phone: 301-805-3133				9A. AMENDMENT OF SOLICITATION NO.	
CODE 15151 FACILITY CODE				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
				10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO authorized request
- Add Purchase Requisition (PR) #4200527038
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	9/15/2014

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200521677	(\$20,000)
4200527038	<u>\$5,278,456</u>
	\$5,258,456

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$221,383,520	\$5,258,456	\$226,641,976
Period of Allotment is extended through:	February 6, 2015		March 11, 2015

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 51)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty Two (52)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771	CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 288-4241 FAX (301) 288-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771	CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			(4) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
			10B. DATED (SEE ITEM 13) August 26, 2011	
Phone: 301-805-3133 FAX 301-805-3014				
CODE			FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D.	OTHER Specify type of modification and authority) 51 U.S.C. 20113(a) and 48 CFR chapter 1; FAR Clause 52.243-2, Changes-Cost Reimbursement (Jun 2007)


E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to delete; replace; and add clauses in Sections G, I, and J; There is no change to the total contract ceiling as a result of this modification.

Accordingly:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Marcia D. Booth Contract Manager Honeywell Technology Solutions Inc.		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 9/26/2014	18B. UNITED STATES OF AMERICA BY 	18C. DATE SIGNED 9/26/2014
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Therefore, the contract is revised as follows:

1. **Clause G.6, Submission of Vouchers for Payment (NASA FAR Supplement 1852.216-87) (Mar 1998) is hereby deleted and replaced with Clause G.6, Submission of Vouchers for Payment (GSFC 52.216-103) (Sep 2014)**

Clause G.6 GSFC 52.216-103 SUBMISSION OF VOUCHERS FOR PAYMENT (SEP 2014)

- (a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.
 - (1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DOD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.
 - (2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.
 - (3) For interim cost voucher submissions, the vendor shall use the "Cost Voucher" document type in WAWF. **In addition, the vendor shall change the contract type to "Non-DoD Contract (FAR)".**

The Activity address codes to be populated in WAWF for submission of vouchers under this contract are:

- a. Paying Office Activity Address Code: 803112 (NSSC)
 - b. Admin Office Activity Address Code: 803249 (GSFC)
 - c. Ship To Code: 803250 (GSFC)
 - d. DCAA DoD Activity Address Code: HAA210
 - e. Service Approver DoDAAC: 803249 (GSFC)
 - f. If submitting "Final Cost Voucher," add Service Approver DoDAAC: 803249 (GSFC)
- (4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation to support each payment request.

- (5) The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Betty.F.Johnson@nasa.gov

- (b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov
Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529
Fax Number: 1-866-209-5415

- (c) For both cost voucher and fee submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.
- (d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.
- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

2. Clauses being added "In by Reference" in Section I

Clause I.121 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

Clause I.122 1852.216-90 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (AUG 2014)

(End of by Reference Section)

3. Clause J.1 "LIST OF ATTACHMENTS" incorporates the following updates:

J.1 LIST OF ATTACHMENTS

The following revision updates are attached hereto and made a part of this contract:

Attachment	Description	Date	Number of Pages
G	Wage Determination 05-2104, Rev. 15	June 19, 2013	10
L	Organizational Conflict of Interest (OCI) Plan Revision 1	June 19, 2014	19

4. All other terms and conditions of the contract remain unchanged.

This modification includes full and complete equitable adjustment for the above described changes. The Contractor hereby releases the Government from any liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned changes.

(End of Modification No. 52)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty Three (53)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133 CODE 15151 FACILITY CODE			(4)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C 10B. DATED (SEE ITEM 13) August 26, 2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add Purchase Requisition (PR) #4200529890
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	9/26/2014

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200529890	<u>\$270,997</u>
	\$270,997

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]
Award Fee	[REDACTED]	[REDACTED]	[REDACTED]
Total Cost Plus Award Fee (CPAF)	\$226,641,976	\$270,997	\$226,912,973
Period of Allotment is extended through:	February 6, 2015		March 11, 2015

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 53)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty Four (54)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (if applicable) Code 444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133				(4) 9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
				10B. DATED (SEE ITEM 13) August 26, 2011	
CODE 15151		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority) FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- De-obligate prior funding per SSMO authorized request;
- Add Purchase Requisition (PR) #4200531234;
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 10/21/2014
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

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Prescribed by GSA
FAR (48 CFR) 53.243

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200521677	(\$61,758)
4200531234	<u>\$5,350,279</u>
	\$5,288,521

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Award Fee	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Cost Plus Award Fee (CPAF)	\$226,912,973	\$5,288,521	\$232,201,494
Period of Allotment is extended through:	March 11, 2015		March 23, 2015

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 54)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty Five (55)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771	CODE 210.Y	7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771	CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133 FAX 301-805-3014			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C
				10B. DATED (SEE ITEM 13) August 26, 2011
CODE			FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) "Clause 1852.242-72 Observance of Legal Holidays ALT II"



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add paragraph (g) to Clause H.6; There is no change to the total contract ceiling as a result of this modification.

Accordingly:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Marcia D. Booth Contract Manager Honeywell Technology Solutions Inc.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/4/14	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/4/2014

Therefore, the contract is revised as follows:

1. The following paragraph (g) is hereby added to Clause H.6 1852.242-72 Observance of Legal Holidays Alternate II:

Clause H.6 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992—ALTERNATE II (OCT 2000))

(g)(1) If the Contractor or some or all of its employees were determined to be “non-excepted” during the government shutdown from October 1, 2013 through October 16, 2013, and (2) the Contractor directed or authorized its employees to record wages and salaries as either paid leave or leave without pay for all or a portion of the government shutdown period, and (3) for each employee for which the Contractor seeks reimbursement, the Contractor confirms that the employee was not otherwise scheduled to take leave for reasons unrelated to the government shutdown period, then the Contractor may make retroactive adjustments to their records as necessary for such non-excepted onsite employees for the period of the government shutdown, to revise such paid leave or leave without pay to an administrative leave category. Such adjustments are for the purpose of ensuring that costs incurred for such adjustments shall be without loss to the contractor. No reimbursement shall take place until the contractor demonstrates that it has actually incurred costs.

(End of clause)

2. The contractor acknowledges that this action and modification to the NASA Observance of Legal Holiday Clause (Alternate II) is a one-time occurrence, and is not precedent for any future furlough or other work stoppage, or any instance in which the Observance of Legal Holiday Alternate II clause or any other clause may or may not be relevant in determining a contractor’s ability to recover. This action is not authority for recovery for wages and salaries for periods other than the October 2013 shutdown.

3. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 55)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty Six (56)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) Code444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Mission Services Procurement Office Greenbelt, MD 20771	CODE 210.Y	7. ADMINISTERED BY (If other than item 6) B. Faye Johnson, Contracting Officer, Code 210.Y Phone: 301-286-4241; FAX 301-286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C
					10B. DATED (SEE ITEM 13) August 26, 2011
Phone: 301-805-3133 FAX: 301-805-3014					
CODE				FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**


(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) Unilateral Modification - Clause G.4 (1852.216-76) (June 2000) AWARD FEE FOR SERVICE CONTRACTS
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the Award Fee earned for the Fifth Performance Evaluation Period (March 1, 2014 through August 31, 2014).

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		B)  (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty Seven (57)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO	
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771	CODE 210.Y	7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771	CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046			(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133			9B. DATED (SEE ITEM 11)	
CODE 15151 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
			10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.


12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority) FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)****The purpose of this modification is to:**

- De-obligate prior funding per SSMO authorized request;
- Add Purchase Requisition (PR) #4200532258;
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 11/19/2014
(Signature of person authorized to sign)		BY:  (Signature of Contracting Officer)	

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Prescribed by GSA
FAR (48 CFR) 53.243

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200521677	(\$3,978)
4200532258	<u>\$5,098,866</u>
	\$5,094,888

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	232,201,494	5,098,866	237,296,382
Award Fee	0	0	0
Total Cost Plus Award Fee (CPAF)	\$232,201,494	\$5,094,888	\$237,296,382
Period of Allotment is extended through:	March 23, 2015		April 24, 2015

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 57)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 000058	3. EFFECTIVE DATE 12/10/14	4. REQUISITION/PURCHASE REQ. NO.	1 3 5. PROJECT NO. (If applicable) 444/SSMO
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Ground Systems & Mission Services 8800 Greenbelt Road Greenbelt MD 20771	CODE GSFC	7 ADMINISTERED BY (If other than Item 6) B. Faye Johnson, Code 210.Y 301-286-4241 FAX 301-286-1602 Procurement Operations Division NASA GSFC, Bldg 3, Room 125 8800 Greenbelt Road Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HONEYWELL Attn: Mrs. Marcia (Marci) Booth 7000 COLUMBIA GATEWAY DR COLUMBIA MD 21046-2119		9A. AMENDMENT OF SOLICITATION NO.	
CODE 15151 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO NNG11VM00C	
		10B. DATED (SEE ITEM 13) 08/26/2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 5 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) BNC: GGB N/A PPC: 99			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR Clause 52-243-2 "Changes Cost Reimbursement" (JUN 2007)		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to add a clause in Section I. There is no change to the total contract ceiling as a result of this modification.			

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SOURCE (Type or print) Contract Manager Honeywell Technology Solutions Inc.	15B. CONTRACT/ORDER NO.	15C. DATE SIGNED 12/19/14	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor S. Yocco	15B. CONTRACT/ORDER NO.	15C. DATE SIGNED 12/10/14
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

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STANDARD FORM 30 (REV. 10-83)
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1. Contract Section I is revised by adding the following Clause I.121:

Clause I-121 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014)

(a) Definition.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report or document its rationale for the agency.

(f)

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

2. All other terms and conditions of the contract remain unchanged.

This modification includes full and equitable adjustment for the above describes changes. The Contractor hereby releases the Government from any liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned changes.

(End of Modification No. 58)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Fifty Nine (59)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 125 Greenbelt, MD 20771			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marcia) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046 Phone: 301-805-3133		(4) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C 10B. DATED (SEE ITEM 13) August 26, 2011			
CODE 1515		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BNC: GCJ

See Page 2 of 2 (Accounting and Appropriation Data)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D	OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add Purchase Requisition (PR) #4200534305;
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/17/2014
(Signature of person authorized to sign)			

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FAR (48 CFR) 53.243

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200534305	<u>\$2,691,539</u>
	\$2,691,539

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
Total Cost Plus Award Fee (CPAF)	\$237,296,382	\$2,691,539	\$239,987,921
Period of Allotment is extended through:	April 24, 2015		April 30, 2015

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 59)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. Sixty (60)	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) Code 444/SSMO		
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Ground Systems and Mission Operations Procurement Office Greenbelt, MD 20771	CODE 210.Y	7. ADMINISTERED BY (If other than item 6) Ms. B. Faye Johnson, Contracting Officer, Code 210.Y Phone (301) 286-4241 FAX (301) 286-1602 NASA GSFC, Bldg 3, Room 225 Greenbelt, MD 20771		CODE 210.Y	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Honeywell Technology Solutions, Inc. (HTSI) Attn: Ms. Marcia (Marci) Duryea Booth 7000 Columbia Gateway Drive Columbia, MD 21046				(4) 9A. AMENDMENT OF SOLICITATION NO.	
Phone: 301-805-3133				9B. DATED (SEE ITEM 11)	
CODE 15151 FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11VM00C	
				10B. DATED (SEE ITEM 13) August 26, 2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**BNC: GCJ****See Page 2 of 2 (Accounting and Appropriation Data)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D.	OTHER Specify type of modification and authority FAR Clause 52.232-22, "Limitation of Funds" (APR 1984)


E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Add Purchase Requisition (PR) #4200537438;
- See Page 2 of 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Faye Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 1/16/2015
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

Accounting and Appropriation Data

B/NC: GCJ

<u>PR</u>	<u>Amount</u>
4200537438	<u>\$3,000,822</u>
	\$3,000,822

1. In Clause B. 12, CONTRACT FUNDING (1852.232-81) (JUN 1990), the contract funding is hereby revised as follows:

	FROM	BY	TO
Estimated Cost	 	 	
Award Fee	 	 	
Total Cost Plus Award Fee (CPAF)	\$239,987,921	\$3,000,822	\$242,988,743
Period of Allotment is extended through:	April 30, 2015		May 18, 2015

2. All other terms and conditions of the contract remain unchanged.

(End of Modification No. 60)